

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

SUN PACIFIC FARMING COOPERATIVE,)
INC.,)
Plaintiff,)
v.)
SUN WORLD INTERNATIONAL, INC.,)
Defendant.)

SUN WORLD INTERNATIONAL, INC.,)
a Delaware corporation,)
Counter-Claimant,)
v.)
SUN PACIFIC FARMING COOPERATIVE,)
INC., a California corporation;)
SUN PACIFIC FARMING CO., a)
California corporation; BERNE H.)
EVANS III; and RICHARD PETERS,)
Counter-)
Defendants.)

Based upon the Findings of Fact and Conclusions of Law filed March 31, 2009, Judgment, nunc pro tunc, as specified below, is entered in favor of Defendant and Counter-Claimant Sun World International, Inc. and against Plaintiff and Counter-Defendants

1 Sun Pacific Farming Cooperative, Inc., Sun Pacific Farming Co.,
2 Bernie H. Evans III and Richard Peters on Sun World's first claim
3 for relief for conversion, its third claim for relief for
4 intentional misrepresentation, and its ninth claim for relief for
5 declaratory judgment:

6 1. Counter-Defendants, and each of them, and their agents,
7 servants, and employees, and all persons acting under any license
8 or sub-license agreement with them or for them are permanently
9 enjoined from converting, propagating, growing, selling,
10 licensing, distributing, using in any plant breeding program,
11 farming activity or otherwise marketing or exporting Sugraone
12 grapevines, Sugraone vines, Sugraone cuttings and Sugraone
13 derivatives or progeny derived from those cuttings taken by
14 Richard Peters from the Mecca Ranch in 1972 (Sugraone materials)
15 and from holding themselves out as the lawful owners of these
16 Sugraone materials and are ordered to return to Sun World all
17 Sugraone materials and any records, charts, formulas, or
18 propagating material related to the Sugraone variety in Counter-
19 Defendant's possession or control derived from the Sugraone
20 materials or, at Sun World's election, to destroy all such
21 Sugraone materials under the supervision and observation of a
22 representative of Sun World, within 60 days of entry of judgment,
23 except to the extent already performed.

24 2. Pay to Sun World \$8,064.00 in compensatory damages.
25 3. Pay to Sun World \$40,000 in punitive damages.
26 4. Pay to Sun World \$27,684.30 in costs.
27 5. The court declares that Sun World has legal title to
28 all Sugraone materials in Counter-Defendants' possession,

custody, or control as of the date of entry of judgment.

2 6. The court declares that Counter-Defendants have no
3 lawful right to possess, control, propagate, market, develop, or
4 transfer Sugraone materials, that Sun World holds all right title
5 and interest in the Sugraone Materials, that Counter-Defendants
6 have no lawful right to hold themselves out as lawful owners or
7 sellers of the Sugraone materials, that Counter-Defendants shall
8 provide to Sun World a complete accounting of all Sugraone
9 materials in the possession, custody or control of Counter-
10 Defendants or any of them within 60 days of entry of judgment.

11 This judgment is entered nunc pro tunc and with the
12 acknowledgment of the parties and by judicial notice that the
13 money judgment has been satisfied in its entirety by payment of
14 an amount in excess of the total judgment, including costs,
15 except as to the revised amount of punitive damages awarded on
16 the date of entry of this judgment, which have also been paid in
17 full.

18 Sun World shall recover its costs of suit.

20 | IT IS SO ORDERED.

Dated: April 17, 2009

/s/ Oliver W. Wanger
UNITED STATES DISTRICT JUDGE